IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

IN RE:

BED BATH & BEYOND, Inc., et al : CHAPTER 11

Debtors

No. 23-13359 (vfp)

LIMITED OBJECTION to CURE AMOUNT and to ASSUMPTION and ASSIGNMENT of LEASE

Main Street at Exton II, L.P. (the "Landlord"), by its undersigned counsel, hereby makes this limited objection to the "cure amount" stated by the Debtor with respect to the Lease (defined below) and to the assumption and assignment of the Lease, as follows:

- 1. The Landlord is the lessor of Bed Bath and Beyond location #4321, located at 108 Bartlett Avenue, Exton, PA 19341 (the "Location").
- 2. In its Notice to Contract Parties, dated June 13, 2023 (docket #714), the "cure amount" due under the terms of the Lease is stated as \$4,203.38 (the "Alleged Cure Amount").
 - 3. The Alleged Cure Amount is incorrect.
- 4. The correct cure amount (the "Correct Cure Amount") is \$32,746.03, as shown on Exhibit "A".
 - 5. Of that, the following five items, totalling \$21,311.53 is pre-petition:
 - 2022 CAM Reconciliation \$5,970.94
 - O4 2022 Sewer \$98.25
 - O1 2023 Sewer \$89.25
 - 2022/2023 Insurance Reconciliation \$11,059.21
 - 2023 C&T Tax \$4,093.88
 - 6. The following two items, totalling \$11,434.50, are post-petition:
 - 2023 C&T Tax \$6,725.69
 - 2022/2023 Insurance Reconciliation \$4,708.81
- 7. Copies of the Lease and its amendments are attached to the Landlord's filed Proof of Claim, number 3335-1-ZCXRX-857866197, filed May 24, 2023, and are incorporated herein by reference.

- 8. The Landlord objects to any assumption or assignment of the Lease unless the total Correct Cure Amount is paid.
 - 9. The Location is part of a "shopping center" as that term is used in 11 U.S.C. §365.
- 10. The Landlord specifically reserves its right to object to any other relief sought by the Debtors in connection with the assumption of the Lease, including, but not limited to, any additional amounts coming due under the Lease after the filing of this Objection, and any assignee's proposed adequate assurance of future performance (including, but not limited to, such adequate assurance pursuant to Sections 365(b) and 365(f) of the Bankruptcy Code), including but not limited to compliance with the "shopping center" provisions of Section 365.

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

By: /s/ William J. Levant, Esquire

William J. Levant, Esquire Kaplin Stewart Meloff Reiter & Stein, P.C.

910 Harvest Drive; P.O. Box 3037

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Attorneys for Main Street at Exton II, L.P.

Date: June 26, 2023

Case 23-13359-VFP Doc 1047 Filed 06/26/23 Entered 06/26/23 16:30:36 Desc Main Document Page 3 of 5

Case 23-13359-VFP Desc Main

Aging Detail

DB Caption: Wolfson Group, Inc. - Live Property: 9 Tenant: t0000129 Status: Current, Past, Future Age As Of: 06/30/2023 Post To: 06/2023

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Document Page 4 of 5 d gain								ed Bath & B	Property
Total 5 Obsertd: nshearer Date: 6/26/2023 Time: 1:34 PM		Bed Bath & Beyond Inc.	Bed Bath & Beyond Inc.	Main Street at Exton, L.P. (9) Bed Bath & Beyond Inc. (t0000129)	Customer Lease				
4 P M		ç,	c. Current	c. Current	c. Current	c. Current	c. Current		Status
			t C-66830	t C-66772	t C-66771	t C-64625	t C-63923		Tran#
			SEW	2 INSRECPY	1 CAMRECP Y		3 SEW		Charge Code
			05/26/2023	γ 05/22/2023	P 05/22/2023	TAXRECCY 03/16/2023	03/13/2023		Date
			3 05/2023	3 05/2023	3 05/2023	3 03/2023	3 03/2023		Month
32,746.03	32,746.03	32,746.03	89.25	15,768.02	5,970.94	10,819.57	98.25		Current Owed
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0-30 Owed
21,828.21	21,828.21	21,828.21	89.25	15,768.02	5,970.94	0.00	0.00		31-60 Owed
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		61-90 Owed
10,917.82	10,917.82	10,917.82	0.00	0.00	0.00	10,819.57	98.25		Over 90 Owed
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		Pre- payments
32,746.03	32,746.03	32,746.03	89.25	15,768.02	5,970.94	10,819.57	98.25		Total Owed

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CERTIFICATION of SERVICE

I, William J. Levant, Esq. do hereby certify that on June 26, 2023, I (or the ECF system) caused a true and correct copy of the foregoing objection to be sent to each of the following persons, by email:

(1) Counsel to the Debtors:

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(6) Counsel to the Creditors' Committee:

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By: /s/ William J. Levant, Esquire

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